



# SUNFLOWER COMMODITY TRADING

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Dear Valued Customer:

We are very excited you have chosen to do business with us. In order for us to serve you in the best manner possible, we have an Independent Carrier Packet for you to fill out and keep on file with us.

**\*\*\*Please include the following\*\*\***

**-Copy of Authority**

**-COI (Certificate Of Insurance) showing:**

- Commercial General Liability: \$1,000,000 Per Occurrence Limit, \$2,000,000 Aggregate Limit
- Automobile Liability: \$1,000,000 Combined Single Limit
- Commercial Umbrella: \$1,000,000 Minimum
- Cargo coverage: \$25,000
- One of the following:
  - Workman's Comp & Employee Liability: \$1,000,000 Each Accident/Disease Each Employee/ Policy limit
  - Waiver of Coverage if not required to carry
  - Occupational Accident Insurance
  - Exempt Status forms filled out on pages 6 & 7
- Sunflower Commodity Trading listed as Certificate Holder

**\*\*\*Please fill out all paperwork and required documents and return by mail or email to:**

Sunflower Commodity Trading  
20112 W 54 HWY  
Pratt, KS 67124

Meghan Fischer  
800-536-5614 ext. 268  
[mfischer@kanzacoop.com](mailto:mfischer@kanzacoop.com)

## **Invoicing/ Payments:**

To receive prompt payment please include the following on/with your invoice:

- **PAY #'S** for each load, given by your trader, must be on every invoice.
- All tickets must be readable.
- Email invoices to [sunflowerinv@kanzacoop.com](mailto:sunflowerinv@kanzacoop.com) or mail to the address listed above.
- Payments are made Tuesday and Friday. Have invoices in by Monday or Thursday.
- Payment questions may be directed towards Traci at ext. 153 or [tcrow@kanzacoop.com](mailto:tcrow@kanzacoop.com)

We look forward to doing business with you.

Thank you!

Revised 6.23

## Sunflower Commodity Trading INDEPENDENT CARRIER AGREEMENT

THIS AGREEMENT is made between Sunflower Commodity Trading (SCT), a dba of Kanza Cooperative Association, and the Motor Carrier (Carrier) and its companies/divisions defined in the attached paperwork.

WHEREAS, Carrier has the equipment, personnel, trucks and permits necessary for the purposes of this Contract, below, and

WHEREAS, SCT desires to contract with and engage Carrier as an independent contractor for the purposes set forth below. WITNESSETH, that in consideration of the mutual promises, and covenants herein it is hereby agreed and contracted:

1. **PURPOSE.** The purpose of this Agreement is to provide for the transport of cargo and other truck freight in accordance with contracts and commitments which may be hereafter negotiated between the parties subject to this Agreement, and Carrier represents and warrants that Carrier has the truck(s) and equipment, and the licenses and permits necessary to accomplish such purpose.

2. **RATE/PAYMENT.** SCT agrees to pay Carrier for successful completion of the purposes of this Agreement in accordance with the rate schedule hereto annexed.

3. **LIABILITY AND CARGO INSURANCE.** Carrier shall, at his cost and expense, obtain and maintain insurance that shall cover the risks of liability for injury or damage to persons or property, including cargo insurance, with such carriers and in such amounts as are reasonably acceptable to SCT; such insurance shall be kept in full force and effect during the term of this Agreement, and Carrier shall supply to SCT a copy of such policy of insurance and endorsements thereto, and at SCT's request, SCT shall be included as additional named insured, and subrogation against SCT shall be waived by the insurance carrier(s).

4. **WORKERS COMPENSATION INSURANCE.** Carrier Firm employees that sustained any injury while on the coop's premises will be the responsibility of the Carrier firm and its current worker's comp policy. Independent Operators can supplement Workers Comp with an Occupational Accident (Occ Acc) policy and the recommended minimum limit is \$500,000 of medical expense coverage. Sole Proprietors are exempt from the Kansas Work Comp statute but should possess either the Occ Acc policy or have the Affidavit of Exemption on their liability certification. Such insurance coverages shall be kept in full force during the terms of this Agreement.

5. **INDEPENDENT CONTRACTOR.** This Agreement does not constitute and shall not be construed as constituting or creating an employer/employee relationship between SCT and Carrier. SCT may have the right to direct the results which are to be accomplished by Carrier in fulfilling its duties and responsibilities hereunder. Carrier agrees to obtain and maintain such workers compensation insurance or alternate medical insurance, as may be required by law, and Carrier will provide SCT with satisfactory evidence of such insurance, and Carrier agrees to indemnify and hold SCT harmless from any claim that SCT should provide, or should have provided workers compensation insurance coverage or benefits because of the application of this Agreement, and the terms of this paragraph are continuing in nature and shall survive the terms of this Agreement.

6. **TERM.** This Agreement shall automatically renew for successive 1-year terms, unless Contractor or Hauler terminates this Agreement by providing the other party written notice of non-renewal prior to the current term expiration.

7. **INDEMNITY.** Carrier agrees to indemnify, defend, and hold SCT harmless from any and all liabilities which the SCT may incur as a result of any acts or failures to act, or negligence on the part of Carrier and this obligation on the part of Carrier is continuing and shall survive the expiration of the term of this Agreement.

8. **LICENSES AND PERMITS.** Carrier shall, during the entire term of this Agreement, and any extension thereof, obtain and maintain in full force and effect, at its sole expense, all licenses and permits which are required for the operation of said equipment.

9. **SAFE OPERATION.** All equipment and machinery, which are subject to this Agreement shall at all times be maintained, operated by Carrier in a safe manner, and will be kept in such condition at all times to meet all safety rules and regulations and all other maintenance and operational rules and regulations.

10. **GOVERNING LAW.** The laws of the State of Kansas shall govern the interpretation and construction of this Agreement.

11. **MISCELLANEOUS.**

a. This contract is not exclusive, and Carrier may perform as stated above for multiple third parties, and for the general public, and

b. Carrier is not required to perform on SCT's premises.

c. Carrier will hire and provide and supervise and pay its assistants and any and all personnel required to perform the purposes of this Agreement.

d. SCT does not guarantee Carrier a profit, and all consideration for this Agreement as provided at paragraph 2 above.

IN WITNESSETH WHEREOF the parties have hereto subscribed by and through their duly authorized representative, the day and year first on the Signature Page as defined above

(Signature Page Follows)

**Sunflower Commodity Trading  
INDEPENDENT CARRIER AGREEMENT  
SIGNATURE PAGE**

**Motor Carrier:** \_\_\_\_\_

**Effect Date of Agreement:** \_\_\_\_\_

**Carrier Info:**

USDOT Number: \_\_\_\_\_

MC Number: \_\_\_\_\_

State: \_\_\_\_\_

**Legal Name:** \_\_\_\_\_

**DBA:** \_\_\_\_\_

Address 1: \_\_\_\_\_

Address 2: \_\_\_\_\_

City, ST ZIP: \_\_\_\_\_

Contact: \_\_\_\_\_

Phone ( o ) : \_\_\_\_\_

Phone ( c ) : \_\_\_\_\_

Email: \_\_\_\_\_

IN WITNESSETH WHEREOF the parties have hereto subscribed by and through their duly authorized representative, the day and year set forth above and agree to the terms and conditions of this Agreement.

**Motor Carrier:** \_\_\_\_\_

**Sunflower Commodity Trading**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed: \_\_\_\_\_

Printed: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

**Settlement Options:** \_\_\_\_\_ Paper Check      \_\_\_\_\_ Direct Deposit (fill out form on next page)





SUNFLOWER COMMODITY TRADING

AUTHORIZATION FOR ACH PAYMENT (DIRECT DEPOSIT)

Vendor Name: \_\_\_\_\_

Undersigned agrees to the ACH credit method for payment of proceeds payable. Kanza Cooperative Association d/b/a Sunflower Commodity Trading will initiate such payments by ACH credit to the client's bank account per the instructions specified below or initiate offsetting entries for the purpose of correction.

I hereby authorize Kanza Cooperative Association d/b/a Sunflower Commodity Trading to initiate automatic deposits to my account at the financial institution named below. I also authorize Kanza Cooperative Association d/b/a Sunflower Commodity Trading to make withdrawals from this account in the event a credit entry was made in error.

<b>Bank Information</b>	
Financial Institution Name: _____	
Address: _____	
Phone #: _____	Bank Contact Name: _____
Routing Number (9 digits): _____	
Bank Account Number: _____	

**TO ENSURE ACCURACY, A COPY OF A VOIDED CHECK OR A BANK LETTER CONFIRMING ROUTING AND ACCOUNT INFORMATION IS REQUIRED TO BE SUBMITTED WITH THIS FORM.**

<b>Contact Information</b>	
Please let us know who we should contact if there are any questions regarding this form.	
Contact Name: _____	Phone # _____

By signing below, I agree that the bank listed above can provide information about the account listed above to a representative of Kanza Cooperative Association d/b/a Sunflower Commodity Trading. I further represent that I am authorized to sign this agreement on behalf of the person or entity listed above. This authorization shall remain in effect unless and until revoked in writing by an authorized representative of client and until Kanza Cooperative Association d/b/a Sunflower Commodity Trading has received such notice and has had reasonable time to act upon such notice.

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

Send remittance/ settlement to email address: \_\_\_\_\_

Mail Completed Form to:

Sunflower Commodity Trading  
20112 West Highway 54  
Pratt, KS 67124  
(800) 536-5614

**Sunflower Commodity Trading  
FACTORING COMPANY RELEASE FORM**

*Only complete this form if you submit your invoices to another company for SCT to pay.*

I hereby authorize Sunflower Commodity Trading (SCT) to pay the listed factory company for:

\_\_\_ All loads hauled for SCT until further notice

\_\_\_ Loads attached to this release form

**Factoring Company**

**Legal Name:** \_\_\_\_\_

**DBA:** \_\_\_\_\_

Address 1: \_\_\_\_\_

Address 2: \_\_\_\_\_

City, ST ZIP: \_\_\_\_\_

Contact: \_\_\_\_\_

Phone ( o ) : \_\_\_\_\_

Phone ( c ) : \_\_\_\_\_

Email: \_\_\_\_\_

**Carrier:** \_\_\_\_\_

**DBA:** \_\_\_\_\_

Address 1: \_\_\_\_\_

Address 2: \_\_\_\_\_

City, ST ZIP: \_\_\_\_\_

Contact: \_\_\_\_\_

Phone ( o ) : \_\_\_\_\_

Phone ( c ) : \_\_\_\_\_

Email: \_\_\_\_\_

US DOT #: \_\_\_\_\_

MC #: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Printed: \_\_\_\_\_

Date: \_\_\_\_\_

### EXEMPT STATUS FACT SHEET

An independent contractor is defined by law as one who engages to perform certain services for another, according to his own manner, method, free from control and direction of his contractor in all matters connected with the performance of the service, except as to the result or product of the work.

Below are statements to help you decide if you are an independent contractor. No one statement is controlling, and your status is based on all the facts in your situation.

1. The nature of the contract between you and the contractor shows you are independent from the contractor. For example: Is there a written contract where you agree that you are an independent contractor? Do you maintain commercial general liability insurance or other business insurance?
2. The contractor exercises very little control over the details of your work or independence. You exercise control over most of the details of the work? Do you create plans or specifications for the job? Do you set your own work hours?
3. You are engaged in a distinct occupation or business for others. Do you work for companies or individuals other than the Contractor? Do you work for competitors of the Contractor? Does your business have a logo or uniform?
4. Your job is the kind of occupation where the work is usually performed by a specialist without supervision, and not under the direction of the contractor.
5. Your occupation requires special skills, license, education or training.
6. The contractor does not supply the things needed to perform your job such as the tools and the place of work. Do you operate a vehicle owned by the contractor? Was the work performed at your business or the contractor's business location or jobsite?
7. The length of the job and how long you have worked for the Contractor does not show that you are really an employee. For example: Is this a one-time job, or will you be doing this for the contractor regularly?
8. You are paid as a separate contractor, not as an employee. Do you invoice the Contractor for your services? Do you file a federal income tax return for your business? Do you expect to receive an IRS Form 1099 from the Contractor?
9. Your work is not the regular business of the Contractor
10. You do not have the right to terminate the relationship without liability. For example: If you quit before the job is finished, is there a penalty?

Based upon these factors, do you believe that you are an independent contractor with exempt status?

\_\_\_\_\_  
(WRITE YES OR NO) Signature (INDEPENDENT CONTRACTOR/EXECUTOR)

Note: Employers who knowingly and willfully require an employee or subcontractor to execute an affidavit when the employer knows that the employee or subcontractor is required to be covered under a workers' compensation insurance policy shall be liable for a civil penalty of up to \$1,000.00 per offense.



**AFFIDAVIT OF EXEMPT STATUS UNDER THE WORKERS' COMPENSATION ACT**

I, \_\_\_\_\_ state under oath as follows:

1. I, \_\_\_\_\_ (Name of individual) operating as \_\_\_\_\_ (independent contractor's business name), have agreed to provide services to Sunflower Commodity Trading (Contractor) during calendar year \_\_\_\_.
2. I have read, signed and attached the Exempt Status Fact Sheet and understand that an Independent Contractor is one who engages to perform certain services for another, according to his own manner, method, free from control and direction of his contractor in all matters connected with the performance of the service, except as to the result or product of the work.
3. I understand that based upon the representations in this Affidavit of Exempt Status, I am requesting that \_\_\_\_\_ (Insert contractor's name) consider my business to be that of an independent contractor; that I am not an employee under the Workers' Compensation Act and the policy issued by Travelers (Insurance Carrier).
4. I am an independent contractor, not an employee of the contractor. I do not want workers' compensation insurance and understand that I am not eligible for Workers' Compensation benefits.
5. I agree to obtain workers' compensation and employers' liability insurance for my employees if any, or otherwise be responsible for payment of earned premium for any employees determined to be mine, unless they are otherwise determined to be exempt from the requirements of the Workers' Compensation Act.
6. I have read, signed and attached the Exempt Status Fact Sheet describing what is an Independent Contractor and the information provided is not the result of force, threats, coercion, compulsion or duress.
7. I understand that the execution of the affidavit shall establish a rebuttable presumption that {the executor} is not an employee for purposes of the Workers' Compensation Act.
8. I understand that the execution of an affidavit shall not affect the rights or coverage of any employee of the individual executing the affidavit.
9. I understand that knowingly providing false information on an Affidavit of Exempt Status Under the Workers' Compensation Act shall constitute a misdemeanor punishable by a fine not to exceed One Thousand Dollars (\$1,000.00) per violation.

**Independent Contractor Signature**

Date \_\_\_\_\_ Name \_\_\_\_\_ Title \_\_\_\_\_

Signature \_\_\_\_\_

Business Name \_\_\_\_\_

**Note:** It is a crime to falsify the information on this form.

# Request for Taxpayer Identification Number and Certification

**Give Form to the  
 requester. Do not  
 send to the IRS.**

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

<b>Print or type.</b> <b>See Specific Instructions on page 3.</b>	<b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	<b>2</b> Business name/disregarded entity name, if different from above	
	<b>3</b> Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.  <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ <b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.  <input type="checkbox"/> Other (see instructions) ▶ _____	<b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from FATCA reporting code (if any) _____  <i>(Applies to accounts maintained outside the U.S.)</i>
	<b>5</b> Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
	<b>6</b> City, state, and ZIP code	<b>Sunflower Commodity Trading</b> <b>20112 W 54 Hwy</b> <b>Pratt KS 67124</b>
	<b>7</b> List account number(s) here (optional)	

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

<b>Social security number</b>									
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<b>or</b>									
<b>Employer identification number</b>									
<table border="1" style="width: 100%; height: 20px;"> <tr> <td style="width: 25%;"></td> <td style="width: 25%;"></td> <td style="width: 25%;"></td> <td style="width: 25%;"></td> </tr> </table> -					<table border="1" style="width: 100%; height: 20px;"> <tr> <td style="width: 25%;"></td> <td style="width: 25%;"></td> <td style="width: 25%;"></td> <td style="width: 25%;"></td> </tr> </table>				

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	Signature of U.S. person ▶ _____	Date ▶ _____
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## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*